

DECLARATION AND RELEASE OF CLAIMS

This Declaration and Release is made with reference to the following facts:

A. From January 24, 1986 until April 1, 1987, RICK AZNARAN ("Aznanan") was employed by Norman F. Starkey, Trustee of Author's Family Trust. At various times during the employment Aznanan lived and worked on two (2) ranches belonging to Author's Family Trust situated in Newberry Springs, California and Creston, California.

B. On January 13, 1987, a fire occurred in the living quarters occupied by Aznanan at Newberry Springs. The fire destroyed certain personal possessions owned by Aznanan. On April 1, 1987, Aznanan terminated his employment.

C. Concurrently herewith, Aznanan is receiving the sum of One Thousand Forty and 90/100 (\$1,040.90) by check number 1725 drawn on the account of Author's Family Trust in full settlement for personal property damaged or destroyed in the Newberry Springs fire.

D. Concurrently herewith, Aznanan is receiving the sum of Three Hundred Eighty-Seven and 37/100 (\$387.37) by check number 1724 drawn on the account of Author's Family Trust in full satisfaction of wages owed for the period from March 20, 1987 to and including April 1, 1987. Aznanan acknowledges that no further sums are due and owing in connection with his employment by Author's Family Trust.

E. In consideration of the foregoing, Aznanan desires to forever release Norman F. Starkey, both individually and as Trustee of Author's Family Trust, the Estate of L. Ron Hubbard and Author Services, Inc., from any and all claims arising out of the aforementioned facts.

NOW, THEREFORE, Aznanan declares as follows:

1. Aznanan on behalf of himself, his spouse, agents, attorneys, heirs, successors, alter egos, executors, administrators and assigns fully and forever releases Norman F. Starkey individually and as Trustee of Author's Family Trust, the Estate of L. Ron Hubbard, Author Services, Inc., and their respective employees, agents, attorneys, heirs, successors, alter egos, executors, administrators and assigns ("Releasees") from any and all debts, claims, demands, causes of action in law and in equity, liabilities, costs or expenses of any nature whatsoever, known or unknown, which Aznanan now has or heretofore may have had



against Releasees arising out of or relating to the facts and transactions set forth in paragraphs A, B, C, D and E of this Declaration and Release of Claims.

2. Aznaran acknowledges that he is familiar with and understands the provisions of Civil Code Section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him, must have materially affected his settlement with the debtor."

Aznaran, taking into account any and all presently unsuspected and unknown damages, losses, costs and expenses, hereby waives any and all rights which he may have under Section 1542 of the California Civil Code or under any other State or Federal statute or common law principal of similar effect.

3. Aznaran agrees that he will not hereafter initiate, commence, maintain or prosecute any action, appeal, claim, request for legal or equitable release, or administrative proceeding against the Releasees, either directly or indirectly, on account of any matter, injury, damage or detriment suffered or claimed to be suffered, directly or indirectly, known or unknown, arising out of or relating to the facts and transactions set forth in paragraphs A, B, C, D and E of this Declaration and Release of Claims.

4. Aznaran represents and warrants that he has not assigned any claim or any portion of any claim released by this Declaration and Release of Claims to any person or entity.

5. This Declaration and Release of Claims shall be construed under and interpreted in accordance with the laws of the State of California. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Declaration and Release of Claims, the prevailing party shall be entitled to recover actual attorney's fees, which may be determined by the court in the same action, or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled. The attorney fee award



shall not be computed in accordance with any court schedule but shall be such as to fully reimburse all attorney's fees paid or incurred in good faith.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 9 Apr, 1987

*Rick Aznaran*  
RICK AZNARAN

STATE OF CALIFORNIA )  
COUNTY OF LA. ) ss.

On 9 April, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared RICK AZNARAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

*Ken Seybold*  
Notary Public in and for  
said County and State

(SEAL)

My commission expires on:  
16 Sept, 1987

